

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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HICA EDUCATION LOAN CORPORATION,  
Plaintiff,

**ORDER**

10-CV-5735 (ADS)

-against-

IRINA ILLARIONOVA-ZALIVCHY,

Defendant.

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**APPEARANCES:**

**Frank Steven Tate, Esq.**

Attorney for the plaintiff  
550 West Old Country Road  
Hicksville, NY 11801

**Irina Illarionova-Zalvichy, *pro se***

3205 Emmons Avenue, Apt. 5G  
Brooklyn, New York 11235-1122

**SPATT, District Judge.**

On December 10, 2010, HICA Education Loan Corporation (“the Plaintiff”) commenced this action against Irina-Illarionova-Zalvichy (“the Defendant”) seeking to recover the outstanding debt allegedly owed on the Defendant’s student loan, including pre-judgment and post-judgment interest and additional costs, fees, and late charges. After the Defendant failed to answer or otherwise appear, on April 8, 2011, the Clerk of the Court entered a notation of default.

Subsequently, on May 23, 2011, the Defendant, appearing *pro se*, submitted an answer denying the allegations in the complaint. By letter dated June 29, 2011, the Court informed the Defendant that a notation of default had been entered against her and granted the Defendant until July 27, 2011 to move to vacate the entry of default or otherwise oppose the motion. (ECF No.

7.) At the Defendant's request, this deadline was extended by thirty days to August 26, 2011.

On November 4, 2011, the Plaintiff filed a motion for a default judgment.

To date the Defendant has not filed a motion to vacate the entry of default or otherwise opposed the Plaintiff's motion for a default judgment. Thus, based upon the Declaration of Robin Zimmerman and the applicable law, it is hereby

**ORDERED**, that the Plaintiff's motion for a default judgment is granted, and it is further

**ORDERED**, that the Clerk of the Court is directed to enter a judgment in favor of the Plaintiff in the principal the amount of \$61,227.93, plus interest in the amount of \$6,621.58, for a total sum of \$67,849.51, and it is further

**ORDERED**, that this judgment shall bear interest from the date of this judgment until it is paid at the contractual rate agreed upon by the parties, and it is further

**ORDERED**, that the Clerk of the Court is directed to close this case.

**SO ORDERED.**

Dated: Central Islip, New York  
December 7, 2011

*/s/ Arthur D. Spatt*  
ARTHUR D. SPATT  
United States District Judge